Agenda Item Form

Districts Affected: 5,2,4,2 Dept. Head/Contact Information: Norman C. Merrifield/Alicia Terrazas (ext. 4057) Type of Agenda Item: Resolution ☐Staffing Table Changes ☐Board Appointments Tax Installment Agreements ☐Tax Refunds Donations ☐RFP/ BID/ Best Value Procurement ☐Item Placed by Citizen ☐Budget Transfer ☐Application for Facility Use ☐Bldg. Permits/Inspection ☐Introduction of Ordinance ☐Interlocal Agreements ☐ Contract/Lease Agreement ☐ Grant Application Other _ Funding Source: ☐General Fund Grant (duration of funds: ____ Months) Other Source: User Fee Legal: □ Legal Review Required Attorney Assigned (please scroll down): Lupe Cuellar Denied Timeline Priority: ☐High ⊠Medium Low # of days: Why is this item necessary: Necessary to permit Independent Contractor Contracts to perform duties outlined in contract Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings: ontracts are for the performance of services. Maintenance and operating expenditures are nil. **Statutory or Citizen Concerns:** Demands and needs are met.

Agenda Date: <u>7</u>/27/04

Departmental Concerns:

Approval of contracts enables Parks & Recreation Department to meet it's mission, objectives and functions.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT the Mayor be authorized to execute the following **INDEPENDENT CONTRACTOR** contracts on behalf of the **PARKS AND RECREATION DEPARTMENT**. Funding for these contracts is in fiscal year **2004/2005** appropriations to be approved by the City Council.

EASTSIDE SENIOR CENTER

DEPARTMENT ID: 51510404, ACCOUNT: 502214

1. CONTRACTOR:

Homer Gorton, Aerobics Instructor

DATES:

£

September 01,2004 through August 31, 2005

RATE PER CL:

\$12.80

MAXIMUM AMT:

\$1972.00

CONTRACT:

2004/2005-001

2. CONTRACTOR:

Cissie Harshbarger, Rhythm Exercise Instructor

DATES:

September 01,2004 through August 31, 2005

RATE PER CL:

\$12.80

MAXIMUM AMT:

\$1972.00

CONTRACT:

2004/2005-002

CONTRACTOR:

Raul Hernandez, Country Western Dance Instructor

DATES:

September 01,2004 through August 31, 2005

RATE PER CL:

\$20.00

MAXIMUM AMT:

\$1060.00

CONTRACT:

2004/2005-003

4. CONTRACTOR:

Martha Medina, Aerobics Instructor

DATES:

September 01, 2004 through August 31, 2005

RATE PER CL:

\$10.00

MAXIMUM AMT:

\$1540.00

CONTRACT:

2004/2005-004

MEMORIAL SENIOR CENTER

DEPARTMENT ID: 51510164, ACCOUNT: 502215

CONTRACTOR:

El Paso Mineral & Gem Society, Lapidary & Jewel Classes

DATES:

September 01, 2004 through August 31, 2005

RATE PER CL:

\$11.00

MAXIMUM AMT:

\$1,265.00

CONTRACT:

2004/2005-005

6. CONTRACTOR:

Javier Garcia, Painting Instructor

DATES:

September 02, 2004 through August 25, 2005

RATE PER CL:

\$18.00

MAXIMUM AMT:

\$1872.00

CONTRACT:

2004/2005-006

NORTHEAST RECREATION CENTER DEPARTMENT ID: 51510107, ACCOUNT: 502214

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7.	CONTRACTOR: DATES: RATE PER CL: MAXIMUM AMT: CONTRACT:	Richard Brown, Karate Instructor September 01, 2004 through August 31, 2005 \$20.00 \$2500.00 2004/2005-007
8.	CONTRACTOR: DATES: RATE PER CL: MAXIMUM AMT: CONTRACT:	Mandy R. Johnson, Time/Score Keeper September 01, 2004 through August 31, 2005 \$6.35 \$381.00 2004/2005-008
9.	CONTRACTOR: DATES: RATE PER CL: MAXIMUM AMT: CONTRACT:	Leonardo G. Marquez, Time/Score Keeper September 01, 2004 through August 31, 2004 \$6.85 \$3,151.00 2004/2005-009
WELL	INGTON CHEW SENI DEPARTMENT ID: 5	OR CENTER 1510214, ACCOUNT 502214
10	CONTRACTOR: DATES: RATE PER CL: MAXIMUM AMT: CONTRACT:	Amelia F.McCammon,Ceramics Instructor September 07, 2004 through August 31, 2005 \$18.50 \$1110.00 2004/2005-010
	APPROVED this	27 th day of July 2004.
ATTES	ST:	THE CITY OF EL PASO
		Joe Wardy Mayor
Richard City Cl	da Duffy Momsen erk	
APPRO	OVED AS TO FORM:	APPROVED AS TO CONTENT:
	lupe Cuellar City Attorney	Norman Merrifield, Director Parks & Recreation Department

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INDEPENDENT CONTRACT FOR PERSONAL SERVICES PARKS AND RECREATION

DEPARTMENT ID: 5/5/0404
CLASS: 5/101
FUND: 16326
PROJECT: P500226
SPEED CHART: P0204
ACCOUNT: 502214
CONTRACT NO: 2004/2005-001

COUNTY OF EL PASO

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and Homer Sorton, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

WHEREAS, Contractor possesses the skills to render said services to the City;

NOW THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF EMPLOYMENT The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services: INSTRUCT LOW IMPACT AEOROBICS CLASS

2. TIME OF PERFORMANCE The services of Contractor are to be performed beginning

2. <u>TIME OF PERFORMANCE</u> The services of Contractor are to be performed be Sept. 1, 2004 and be completed by Quq. 31, 2005

- 3. COMPENSATION AND METHOD OF PAYMENT The Contractor shall be paid a total fee not to exceed a maximum of \$1972.00. The fee shall be paid at a rate of \$12.80 per class/game for a maximum of _154 classes/games. The City will provide no fringe benefits. Contractor's pay shall be proportionately adjusted in the event that all services described above are not performed. Contractor agrees that at no time will he/she make a claim against the City for more than the amount provided under the terms of this contract. Contractor also understands that taxes will not be withheld from the Contractor's payment, and consequently, Contractor assumes all liability for payment of taxes on his/her earnings.
- 4. <u>LOCATION OF PERFORMANCE</u> The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.
- 5. <u>INDEPENDENT CONTRACTOR RELATIONSHIP</u> Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.
- 6. <u>TERMINATION</u> Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.
- 7. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

8. <u>NOTICE</u> Any notices required under this Receipt Requested, postage prepaid, to the following	
CITY: Mayor, City of El Paso, Texas 2 Civic Center Plaza El Paso, Texas 79901-1163	Address:
to the other party of the intention to terminate this Should the City have cause to terminate this ag	ate this contract without cause after 10 days written notice contract, or at any time by mutual agreement of the parties reement or if Contractor is in breach of this contract, the notification to the contractor of the cause for termination.
independent contractor, he/she has not been provide coverage regularly covered by the City of El Paso F	tor specifically acknowledges that, in his/her capacity as an ed with Worker's Compensation Insurance or other insurance Parks and Recreation Department to its regular employees; to protect his/her interest in the event of any personal injuries
travel, equipment and support costs incurred in p	understands that he/she is responsible for all overhead, erforming the contracted services. Contractor also agrees quipment and instrumentalities necessary to carry out the
of 15. <u>CONTINGENCY</u> This agreement is con participants, and a maximum of _ number of participants is not reached, this agreer	tingent upon paid registration for the program of a minimum 48 participants. In the event that the minimum ment shall be null and void.
IN WITNESS WHEREOF the parties have ex	xecuted this agreement in El Paso, Texas on this
day of , ,	·
	CITY OF EL PASO, TEXAS
ATTEST.	on to Letado, texas
ATTEST:	
	Joe Wardy, Mayor
Richarda Duffy Momsen City Clerk	CONTRACTOR:
,	Homes Toslon
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
	Many (A Accel
Guadalupe Cuellar	Parks & Recreation Director
Deputy City Attorney	Kaaren V. Kimball
	Program Spord nator
	Superintendent
	Administrative Analyst



INDEPENDENT CONTRACT FOR PERSONAL SERVICES PARKS AND RECREATION

DEPARTMENT ID:51510404

CLASS: 51101

FUND: 10326

PROJECT: P500326

SPEED CHART: P0304

ACCOUNT: 502214

CONTRACT NO:2004/2005-002

COUNTY OF EL PASO

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and <u>Lissie Harshwarger</u>, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

WHEREAS, Contractor possesses the skills to render said services to the City;

NOW THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF EMPLOYMENT The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services: INSTRUCT RHYTH EXERCISE CIASS AT EASTSIDE

2. TIME OF PERFORMANCE The services of Contractor are to be performed beginning Sept. 1, 2004 and be completed by Qua. 31, 2005.

- 4. <u>LOCATION OF PERFORMANCE</u> The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.
- 5. INDEPENDENT CONTRACTOR RELATIONSHIP Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.
- 6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.
- 7. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

8. <u>NOTICE</u> Any notices required Receipt Requested, postage prepaid, to t	under this contract shall be sufficient if sent by Certified Mail, Return the following address:
CITY: Mayor, City of El Paso, Texas 2 Civic Center Plaza El Paso, Texas 79901-1163	CONTRACTOR: Name: Cissie Harshbarger Address: SS#: Phone:
to the other party of the intention to term Should the City have cause to terminat	ay terminate this contract without cause after 10 days written notice linate this contract, or at any time by mutual agreement of the parties. te this agreement or if Contractor is in breach of this contract, the ely upon notification to the contractor of the cause for termination.
independent contractor, he/she has not be coverage regularly covered by the City of	Contractor specifically acknowledges that, in his/her capacity as an een provided with Worker's Compensation Insurance or other insurance El Paso Parks and Recreation Department to its regular employees; age so as to protect his/her interest in the event of any personal injuries
travel, equipment and support costs inc	ontractor understands that he/she is responsible for all overhead, urred in performing the contracted services. Contractor also agrees ying all equipment and instrumentalities necessary to carry out the
ofparticipants, and a maximumber of participants is not reached, the	nent is contingent upon paid registration for the program of a minimum mum of participants. In the event that the minimum his agreement shall be null and void.
IN WITNESS WHEREOF the parti	es have executed this agreement in El Paso, Texas on this
day of	
	CITY OF EL PASO, TEXAS
ATTEST:	
	Joe Wardy, Mayor
Richarda Duffy Momsen	CONTRACTOR:
City Clerk	Eine Harslebarges
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
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	Mohning of higher
Guadalupe Cuellar	Parks & Recreation Director
Deputy City Attorney	Kaaren V. Kimball
	Program Coordinator
	Superintendent
	(V / V) H
	Administrative Analyst



INDEPENDENT CONTRACT FOR PERSONAL SERVICES PARKS AND RECREATION

DEPARTMENT 10:5/5/0404

CLASS: \$1/01

FUND: 16324

PROJECT: \$500224

SPEED CHART: \$0304

ACCOUNT: \$03214

CONTRACT NO: 2004/2005-003

COUNTY OF EL PASO

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and <u>hermander</u>, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

WHEREAS, Contractor possesses the skills to render said services to the City;

NOW THEREFORE, the parties hereto mutually agree as follows:

- 1. SCOPE OF EMPLOYMENT The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services: TNSTRUCT COUNTRY WESTERN LINE SENIOR

 2. TIME OF PERFORMANCE The services of Contractor are to be performed beginning

 Sept. 1, 2004 and be completed by Lug. 31, 2005
- 3. <u>COMPENSATION AND METHOD OF PAYMENT</u> The Contractor shall be paid a total fee not to exceed a maximum of <u>\$\frac{1000}{1000}\$</u>. The fee shall be paid at a rate of <u>\$\frac{200}{1000}\$</u> per class/game for a maximum of <u>\$\frac{5}{3}\$</u> classes/games. The City will provide no fringe benefits. Contractor's pay shall be proportionately adjusted in the event that all services described above are not performed. Contractor agrees that at no time will he/she make a claim against the City for more than the amount provided under the terms of this contract. Contractor also understands that taxes will not be withheld from the Contractor's payment, and consequently, Contractor assumes all liability for payment of taxes on his/her earnings.
- 4. <u>LOCATION OF PERFORMANCE</u> The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.
- 5. INDEPENDENT CONTRACTOR RELATIONSHIP Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.
- 6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.
- 7. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

8. <u>NOTICE</u> Any notices required to Receipt Requested, postage prepaid, to the	<u>♥</u>
CITY: Mayor, City of El Paso, Texas 2 Civic Center Plaza El Paso, Texas 79901-1163	CONTRACTOR: Name: Raul Hernandes Address: SS#: Phone:
to the other party of the intention to term. Should the City have cause to terminat	ay terminate this contract without cause after 10 days written notice inate this contract, or at any time by mutual agreement of the parties. e this agreement or if Contractor is in breach of this contract, the ely upon notification to the contractor of the cause for termination.
independent contractor, he/she has not be coverage regularly covered by the City of	Contractor specifically acknowledges that, in his/her capacity as an en provided with Worker's Compensation Insurance or other insurance El Paso Parks and Recreation Department to its regular employees; ge so as to protect his/her interest in the event of any personal injuries
travel, equipment and support costs incu	entractor understands that he/she is responsible for all overhead, urred in performing the contracted services. Contractor also agrees ying all equipment and instrumentalities necessary to carry out the
of 15 participants, and a maximumber of participants is not reached, the	ent is contingent upon paid registration for the program of a minimum num of participants. In the event that the minimum is agreement shall be null and void.
IN WITNESS WHEREOF the partie	es have executed this agreement in El Paso, Texas on this
day of	
	CITY OF EL PASO, TEXAS
ATTEST:	
	Joe Wardy, Mayor
Richarda Duffy Momsen City Clerk	contractor:
APPROVED AS TO FORM:	APPROVED AS TO CONTENTS
	Johns A
Guadalupe Cuellar	Parks & Recreation Director
Deputy City Attorney	Kaaren V. Kimball
	Program Coordinater
	Superintendent
	Administrative Analyst

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INDEPENDENT CONTRACT FOR PERSONAL SERVICES PARKS AND RECREATION

DEPARTMENT 10:51510404

CLASS: 51101

FUND: 16326

PROJECT: P500336

SPEED CHART: P0304

ACCOUNT: 503314

CONTRACT NO:2004/2005-0044

COUNTY OF EL PASO

taxes on his/her earnings.

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and <u>Marthae Mediana</u>, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

WHEREAS, Contractor possesses the skills to render said services to the City;

NOW THEREFORE, the parties hereto mutually agree as follows:

- 1. SCOPE OF EMPLOYMENT The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services: INSTRUCT STEP AEROBICS CIASS.

 2. TIME OF PERFORMANCE The services of Contractor are to be performed beginning

 3. COMPENSATION AND METHOD OF PAYMENT The Contractor shall be paid a total fee not to exceed a maximum of \$1540.00 The fee shall be paid at a rate of \$10.00 per class/game for a maximum of 154 classes/games. The City will provide no fringe benefits. Contractor's pay shall be proportionately adjusted in the event that all services described above are not
- 4. <u>LOCATION OF PERFORMANCE</u> The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.

performed. Contractor agrees that at no time will he/she make a claim against the City for more than the amount provided under the terms of this contract. Contractor also understands that taxes will not be withheld from the Contractor's payment, and consequently, Contractor assumes all liability for payment of

- 5. INDEPENDENT CONTRACTOR RELATIONSHIP Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.
- 6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.
- 7. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

Recei	8. NOTICE Any notices required pt Requested, postage prepaid, to			icient if sent by Certified Mail, Return
	Mayor, City of El Paso, Texas 2 Civic Center Plaza El Paso, Texas 79901-1163	CONTRACTOR:		
Shoul	other party of the intention to term d the City have cause to termina	ninate this contract, or te this agreement or	r at any tin if Contrac	out cause after 10 days written notice ne by mutual agreement of the parties. Stor is in breach of this contract, the ntractor of the cause for termination.
covera	endent contractor, he/she has not be age regularly covered by the City of	een provided with World f El Paso Parks and R	ker's Complection	vledges that, in his/her capacity as an pensation Insurance or other insurance Department to its regular employees; est in the event of any personal injuries
that he	equipment and support costs inc	curred in performing t	he contrac	she is responsible for all overhead, eted services. Contractor also agrees tentalities necessary to carry out the
	12. <u>CONTINGENCY</u> This agreem participants, and a maxier of participants is not reached, the	imum of35	partic	stration for the program of a minimum ipants. In the event that the minimum void.
	IN WITNESS WHEREOF the parti	ies have executed this	agreemer	nt in El Paso, Texas on this
	day of		_	
		CIT	Y OF EL PA	SO, TEXAS
ATTES	T:			
	••			
		Joe	Wardy, May	/or
Richard	la Duffy Momsen	COI	NTRACTOR).
City Cle	erk	~	Tract	5. 1. 1. S.
APPRO	OVED AS TO FORM:	API	PROVED AS	TO CONTENT:
	and the same of th	<u>_</u>	1.	$M \wedge O / I$
2	O all a		Volu-	1 to the state of
	upe Cuellar City Attorney	Pari		ition Director
		Pro	gram Coop	V. Kimball
		, 10	A	
		Sup	erintendent	
		7	YYL	Jut
		Adn	ninistrative A	Analyst

INDEPENDENT CONTRACT FOR **PERSONAL SERVICES** PARKS AND RECREATION

DEPARTMENT ID: 51510164 CLASS: 51102 FUND: 163/8
PROJECT: P5 002/8
SPEED CHART: P0/96
ACCOUNT: 5522/5 CONTRACT NO: 2004/2005-005

men.PK. Sr

COUNTY OF EL PASO

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and El Paso Mineral ; Germ, hereinafter referred to as "Contractor," witnesseth: Society

WHEREAS, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

WHEREAS. Contractor possesses the skills to render said services to the City;

NOW THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF EMPLOYMENT The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services: Instruct Lapidary & Jewel craft classes,

2. TIME OF PERFORMANCE The services of Contractor are to be performed beginning

Sept 01, 2004 and be completed by Aug. 31, 2005.

- 3. <u>COMPENSATION AND METHOD OF PAYMENT</u> The Contractor shall be paid a total fee not to exceed a maximum of <u>Al ab5.</u> The fee shall be paid at a rate of ______ per class game for a maximum of 1/5 classes/games. The City will provide no fringe benefits. Contractor's pay shall be proportionately adjusted in the event that all services described above are not performed. Contractor agrees that at no time will he/she make a claim against the City for more than the amount provided under the terms of this contract. Contractor also understands that taxes will not be withheld from the Contractor's payment, and consequently, Contractor assumes all liability for payment of taxes on his/her earnings.
- 4. LOCATION OF PERFORMANCE The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.
- 5. INDEPENDENT CONTRACTOR RELATIONSHIP Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.
- 6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.
- 7. COMPLETE AGREEMENT This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

			cient if sent by Certified Mail, Return
Receipt Requested, postage prepaid, to CITY: Mayor, City of El Paso, Texas 2 Civic Center Plaza El Paso, Texas 79901-1163	the following address: CONTRACTOR:	Name: Address: SS#:	~
9. TERMINATION Either party r to the other party of the intention to terminate to the City have cause to terminate contract may be terminated immedia	minate this contract, o ate this agreement or	tract withor at any time	tor is in breach of this contract, the
10. NO INSURANCE PROVIDED independent contractor, he/she has not be coverage regularly covered by the City of and that he/she will secure similar cover or damages of any kind.	peen provided with Wor of El Paso Parks and F	ker's Comp Recreation l	Department to its regular employees;
11. COSTS AND EQUIPMENT Of travel, equipment and support costs in that he/she will be responsible for support services to be provided.	curred in performing t	he contrac	•
12. <u>CONTINGENCY</u> This agreer of participants, and a max number of participants is not reached,	kimum of	partici	
IN WITNESS WHEREOF the par		s agreemer	nt in El Paso, Texas on this
ATTEST:	СІТ	Y OF EL PA	SO, TEXAS
	Joe	Wardy, May	yor
Richarda Duffy Momsen City Clerk	 co	NTRACTOR	11/2
APPROVED AS TO FORM:	AP	PROVED AS	S TO CONTENT:
Quality of Quality]/Min	atton Director
Guadalupe Cuellar Deputy City Attorney	Fai	$\langle \ \rangle$	he Beldy
	Pro	grain	23 42 42
	Suit	perinjendent	
		K/1	17
	Adı	ministrative A	Analyst



INDEPENDENT CONTRACT FOR PERSONAL SERVICES PARKS AND RECREATION

MI emorial PM Senior DEPARTMENT ID: 51510164
CLASS: 51102
FUND: 16318
PROJECT: P 500218
SPEED CHART: P0 196
ACCOUNT: 502215
CONTRACT NO: 2004/2005-006

COUNTY OF EL PASO

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and _______, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

WHEREAS, Contractor possesses the skills to render said services to the City;

NOW THEREFORE, the parties hereto mutually agree as follows:

- 1. SCOPE OF EMPLOYMENT The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services:

 Instruct fainting Technique Claises,

 2. TIME OF PERFORMANCE The services of Contractor are to be performed beginning

 Sept. 02 2004 and be completed by Hug 25, 2005.
- 3. COMPENSATION AND METHOD OF PAYMENT The Contractor shall be paid a total fee not to exceed a maximum of 1/8 22. The fee shall be paid at a rate of per class game for a maximum of classes/games. The City will provide no fringe benefits. Contractor's pay shall be proportionately adjusted in the event that all services described above are not performed. Contractor agrees that at no time will he/she make a claim against the City for more than the amount provided under the terms of this contract. Contractor also understands that taxes will not be withheld from the Contractor's payment, and consequently, Contractor assumes all liability for payment of taxes on his/her earnings.
- 4. <u>LOCATION OF PERFORMANCE</u> The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.
- 5. <u>INDEPENDENT CONTRACTOR RELATIONSHIP</u> Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.
- 6. <u>TERMINATION</u> Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.
- 7. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

<u> </u>			icient if sent by Certified Mail, Return
Receipt Requested, postage prepaid, to CITY: Mayor, City of El Paso, Texas	-	: Name [,]	Javier Garcia
2 Civic Center Plaza	oommatori.	Address:	
El Paso, Texas 79901-1163		SS#:	
		Phone:	
9. TERMINATION Either party of the other party of the intention to terminated the City have cause to terminated immedia	minate this contract, o ate this agreement o	or at any tim r if Contrac	ctor is in breach of this contract, the
10. NO INSURANCE PROVIDE independent contractor, he/she has not be coverage regularly covered by the City of and that he/she will secure similar cover or damages of any kind.	peen provided with Wo of El Paso Parks and I	rker's Comp Recreation I	Department to its regular employees;
11. COSTS AND EQUIPMENT Of travel, equipment and support costs in that he/she will be responsible for support services to be provided.	curred in performing	the contrac	_
ofparticipants, and a max number of participants is not reached,			
IN WITNESS WHEREOF the par	ties have executed thi	s agreemer	nt in El Paso, Texas on this
day of	·		
	CIT	Y OF EL PA	SO, TEXAS
ATTEST:			
	Joe	e Wardy, May	уог
Richarda Duffy Momsen	co	NTRACTOR	: :
City Clerk		Jav	ir Garcia
APPROVED AS TO FORM:	(AP	PROVED AS	TO CONTENT!
2		1. / 1	$\Delta c c c$
Guadalupe Cuellar	Pa	rks & Recrea	ition Director
Deputy City Attorney		140	
	Pro	ogram Coord	inator
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	7	permitenden	J.t
	Ad	ministrative A	Analyst `

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INDEPENDENT CONTRACT FOR PERSONAL SERVICES PARKS AND RECREATION

DEPARTMENT ID: 5/5/0/07
CLASS: 5/05/2
FUND: /43//
PROJECT: P5002//
SPEED CHART: P0/89
ACCOUNT: 5022/1/
CONTRACT NO: 2004/2005-007

COUNTY OF EL PASO

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and Richard Baccon, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

WHEREAS, Contractor possesses the skills to render said services to the City;

NOW THEREFORE, the parties hereto mutually agree as follows:

- 1. SCOPE OF EMPLOYMENT The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services: KAPATE FINST MCNOWED. 5-7pm AT Nontheast Res. CENTER.
- 2. <u>TIME OF PERFORMANCE</u> The services of Contractor are to be performed beginning and be completed by 109 31, 65
- 3. COMPENSATION AND METHOD OF PAYMENT The Contractor shall be paid a total fee not to exceed a maximum of \$\frac{1}{2500.00}\$. The fee shall be paid at a rate of \$\frac{1}{200.000}\$ per class/game for a maximum of \$\frac{1}{2500.000}\$ classes/games. The City will provide no fringe benefits. Contractor's pay shall be proportionately adjusted in the event that all services described above are not performed. Contractor agrees that at no time will he/she make a claim against the City for more than the amount provided under the terms of this contract. Contractor also understands that taxes will not be withheld from the Contractor's payment, and consequently, Contractor assumes all liability for payment of taxes on his/her earnings.
- 4. <u>LOCATION OF PERFORMANCE</u> The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.
- 5. INDEPENDENT CONTRACTOR RELATIONSHIP Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.
- 6. <u>TERMINATION</u> Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.
- 7. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

8. NOTICE Any notices required Receipt Requested, postage prepaid, to			ient if sent by Certified Mail, Return
CITY: Mayor, City of El Paso, Texas 2 Civic Center Plaza El Paso, Texas 79901-1163	CONTRACTOR:		Richard BROWN
9. TERMINATION Either party of the other party of the intention to term Should the City have cause to terminal contract may be terminated immediate.	minate this contract, on the third agreement of the third agreement	or at any time or if Contracto	or is in breach of this contract, the
10. NO INSURANCE PROVIDED independent contractor, he/she has not be coverage regularly covered by the City of and that he/she will secure similar coverage or damages of any kind.	een provided with Wo of El Paso Parks and	rker's Compe Recreation D	epartment to its regular employees;
11. COSTS AND EQUIPMENT C travel, equipment and support costs incept that he/she will be responsible for supposervices to be provided.	curred in performing	the contracte	•
12. <u>CONTINGENCY</u> This agreen of participants, and a max number of participants is not reached, t	imum of	particip	
IN WITNESS WHEREOF the part	ties have executed th	is agreement	in El Paso, Texas on this
day of			
	Cl	TY OF EL PAS	O, TEXAS
ATTEST:			
	Jo	e Wardy, Mayo	ır
Richarda Duffy Momsen City Clerk	CC	ONTRACTOR:	
APPROVED AS TO FORM:	AF	PPROVED AS	TO CONTENT:
Guadalupe Cuellar Deputy City Attorney		Ks & Recreation	haire
CLASS: 51510107 CLASS: 51057 FUND: 16311 PROJECT: P500211 SPEED CHART: P0189 ACCOUNT:	Su	menintendent	
	~		r arramocpendent Contract rage

) EHASO Park & Route Inches (park) The fun foots

INDEPENDENT CONTRACT FOR PERSONAL SERVICES PARKS AND RECREATION

DEPARTMENT ID: 5/5/0/07
CLASS: 5/05/7
FUND: /43/1
PROJECT: P5002/1
SPEED CHART: P 0/5/
ACCOUNT: 5020/1
CONTRACT NO: 2064/2005-00 8

COUNTY OF EL PASO

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and MANDY R. THUSON, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

WHEREAS, Contractor possesses the skills to render said services to the City;

NOW THEREFORE, the parties hereto mutually agree as follows:

- 1. SCOPE OF EMPLOYMENT The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services: Time Keeper Sche Kiepen. At Hontflenst Per Central
- 2. <u>TIME OF PERFORMANCE</u> The services of Contractor are to be performed beginning and be completed by <u>Aug 31,05</u>.
- 3. COMPENSATION AND METHOD OF PAYMENT The Contractor shall be paid a total fee not to exceed a maximum of 1381 contractor shall be paid at a rate of 16.35 per class/game for a maximum of classes/games. The City will provide no fringe benefits. Contractor's pay shall be proportionately adjusted in the event that all services described above are not performed. Contractor agrees that at no time will he/she make a claim against the City for more than the amount provided under the terms of this contract. Contractor also understands that taxes will not be withheld from the Contractor's payment, and consequently, Contractor assumes all liability for payment of taxes on his/her earnings.
- 4. <u>LOCATION OF PERFORMANCE</u> The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.
- 5. INDEPENDENT CONTRACTOR RELATIONSHIP Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.
- 6. <u>TERMINATION</u> Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.
- 7. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

			icient if sent by Certified Mail, Return
Receipt Requested, postage prepaid, to CITY: Mayor, City of El Paso, Texas 2 Civic Center Plaza El Paso, Texas 79901-1163	CONTRACTOR:		
9. TERMINATION Either party reports to the other party of the intention to terminated immediately between the contract may be terminated immediately.	minate this contract, o ate this agreement o	or at any tin r if Contrac	ctor is in breach of this contract, the
10. NO INSURANCE PROVIDED independent contractor, he/she has not be coverage regularly covered by the City of and that he/she will secure similar cover or damages of any kind.	peen provided with Wo of El Paso Parks and F	rker's Comp Recreation	Department to its regular employees;
11. COSTS AND EQUIPMENT Of travel, equipment and support costs in that he/she will be responsible for supposervices to be provided.	curred in performing	the contrac	•
ofparticipants, and a max number of participants is not reached,	kimum of	partici be null and	void.
IN WITNESS WHEREOF the par		s agreemer	nt in El Paso, Texas on this
uay or		V OE EL DA	SO TEVAS
ATTEST:	GII	T OF EL PA	SO, TEXAS
	Joe	e Wardy, May	/or
Richarda Duffy Momsen City Clerk		NTRACTOR	ti. Zhoan)
APPROVED AS TO FORM:	<u>; ;</u> AP	PROVED AS	S TO CONTENT:
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Guadalupe Cuellar	Par	rks & Recrea	tion Director
Deputy City Attorney	, ai	2/1	en Fraire
	—— Pro	ogram Const	
	Su	perinjendent	
		411	Jan
	Adi	ministrative A	Analyst



INDEPENDENT CONTRACT FOR PERSONAL SERVICES PARKS AND RECREATION

DEPARTMENT ID: 5/5/6/67
CLASS: 5/05/7
FUND: /63//
PROJECT: P56621)
SPEED CHART: P6/85
ACCOUNT: 5622/4
CONTRACT NO: 2004/2005-009

COUNTY OF EL PASO

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and Leowhold G. Klanguez, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

WHEREAS, Contractor possesses the skills to render said services to the City;

NOW THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF EMPLOYMENT The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services:

Time Scope Keepen Suc Mini Speeks Leasure And Contractor are to be performed beginning

2. TIME OF PERFORMANCE The services of Contractor are to be performed beginning and be completed by Aug 31, 05

- 3. <u>COMPENSATION AND METHOD OF PAYMENT</u> The Contractor shall be paid a total fee not to exceed a maximum of <u>460</u>. The fee shall be paid at a rate of per class/game for a maximum of <u>460</u> classes/games. The City will provide no fringe benefits. Contractor's pay shall be proportionately adjusted in the event that all services described above are not performed. Contractor agrees that at no time will he/she make a claim against the City for more than the amount provided under the terms of this contract. Contractor also understands that taxes will not be withheld from the Contractor's payment, and consequently, Contractor assumes all liability for payment of taxes on his/her earnings.
- 4. LOCATION OF PERFORMANCE The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.
- 5. INDEPENDENT CONTRACTOR RELATIONSHIP Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.
- 6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.
- 7. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

EHASO Duby & Personation

8. <u>NOTICE</u> Any notices requested, postage prepaid		be sufficient if sen	it by Certified Mail, Return
CITY: Mayor, City of El Paso, Texas 2 Civic Center Plaza El Paso, Texas 79901-1163	CONTRACTOR:	ddress: SS#: ₋	DO G. MARQUEZ
9. TERMINATION Either part to the other party of the intention to Should the City have cause to terr contract may be terminated imme	terminate this contract, or at minate this agreement or if 0	any time by mutua Contractor is in br	al agreement of the parties reach of this contract, the
10. NO INSURANCE PROVI independent contractor, he/she has no coverage regularly covered by the C and that he/she will secure similar coor damages of any kind.	not been provided with Worker ity of El Paso Parks and Reci	's Compensation Ir reation Departmen	nsurance or other insurance t to its regular employees
11. COSTS AND EQUIPMEN travel, equipment and support cost that he/she will be responsible for services to be provided.	s incurred in performing the	contracted service	es. Contractor also agrees
12. <u>CONTINGENCY</u> This ag of <u>NA</u> participants, and a number of participants is not reached	maximum of	_ participants. In th	
IN WITNESS WHEREOF the	parties have executed this ag	greement in El Pas	o, Texas on this
day of			
	CITY O	F EL PASO, TEXAS	
ATTEST:			
	Joe Wa	ardy, Mayor	
Richarda Duffy Momsen City Clerk	CONTR	RACTOR:	U/a_
APPROVED AS TO FORM:	APPRO	OVED AS TO CONTE	ENT:
		brund 1-	Aul
Guadalupe Cuellar	Parks 8	Recreation Director	
Deputy City Attorney		frem trace	re
	Prograi 2	dinato	
	Superi	tendent	
		SUMT	
	Admini	strative Analyst	



INDEPENDENT CONTRACT FOR PERSONAL SERVICES PARKS AND RECREATION

DEPARTMENT ID: 5/5/02/4 CLASS: 5/1/0 FUND: /6323 PROJECT: P 5/02/23 SPEED CHART: P020 | ACCOUNT: 5022/4 CONTRACT NO: 2004/2005-0/0

COUNTY OF EL PASO

taxes on his/her earnings.

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and AMALIA F. Mc.CAMMON, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

WHEREAS, Contractor possesses the skills to render said services to the City;

NOW THEREFORE, the parties hereto mutually agree as follows:

1. <u>SCOPE OF EMPLOYMENT</u> The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and
agrees to perform such services: CERAMICS IMSTRUCTOR; TUES, 9AM TO 12 NOON
2. <u>TIME OF PERFORMANCE</u> The services of Contractor are to be performed beginning <i>UELLINGTON</i> 9/7/64 and be completed by 8/31/05 CTIC.
3 COMPENSATION AND METHOD OF PAYMENT The Contractor shall be paid a total fee not to
exceed a maximum of $1/10^{60}$. The fee shall be paid at a rate of 18^{30} per
exceed a maximum of
Contractor's pay shall be proportionately adjusted in the event that all services described above are not
performed. Contractor agrees that at no time will he/she make a claim against the City for more than the
amount provided under the terms of this contract. Contractor also understands that taxes will not be

4. <u>LOCATION OF PERFORMANCE</u> The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.

withheld from the Contractor's payment, and consequently, Contractor assumes all liability for payment of

- 5. INDEPENDENT CONTRACTOR RELATIONSHIP Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.
- 6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.
- 7. **COMPLETE AGREEMENT** This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

8. NOTICE Any notices required und	der this contract sl	nall be suffi	cient if sent b	y Certified Mail. Return
Receipt Requested, postage prepaid, to the				
CITY: Mayor, City of El Paso, Texas 2 Civic Center Plaza El Paso, Texas 79901-1163	CONTRACTOR:	Name: Address: SS#: Phone:	AMALIA	F MCCAMMO
9. <u>TERMINATION</u> Either party may to the other party of the intention to terminate to Should the City have cause to terminate to contract may be terminated immediately	ate this contract, c this agreement or	r at any tim if Contrac	e by mutual a tor is in brea	greement of the parties.
10. NO INSURANCE PROVIDED Condependent contractor, he/she has not been coverage regularly covered by the City of El and that he/she will secure similar coverage or damages of any kind.	provided with Wor Paso Parks and F	ker's Comp Recreation I	ensation Insu Department to	rance or other insurance its regular employees;
11. COSTS AND EQUIPMENT Cont travel, equipment and support costs incurr that he/she will be responsible for supplying services to be provided.	ed in performing	the contrac	ted services.	Contractor also agrees
12. CONTINGENCY This agreemen of participants, and a maximu number of participants is not reached, this	ım of	partici	pants. In the e	program of a minimum event that the minimum
IN WITNESS WHEREOF the parties	have executed this	s agreemen	t in El Paso, 1	exas on this
day of	. 1			
	CIT	Y OF EL PA	SO, TEXAS	
ATTEST:				
	Joe	· Wardy, May	or	
Richarda Duffy Momsen City Clerk	co	NTRACTOR	:	McCamon,
APPROVED AS TO FORM:	AP	PROYED AS	TO CONTENT	_
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